

SERFF Tracking Number:	SUNL-125779545	State:	Arkansas
Filing Company:	Sun Life Assurance Company of Canada	State Tracking Number:	40017
Company Tracking Number:	SUN PRIME UL-MCAUL-2008		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Sun Prime UL-MCAUL-2008		
Project Name/Number:	Sun Prime UL-MCAUL-2008/Sun Prime UL-MCAUL-2008		

Filing at a Glance

Company: Sun Life Assurance Company of Canada

Product Name: Sun Prime UL-MCAUL-2008 SERFF Tr Num: SUNL-125779545 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 40017

Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: SUN PRIME UL- State Status: Approved-Closed

MCAUL-2008

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Margaret Carvalho, Fran Disposition Date: 08/26/2008

Daly, Angela Ranaghan, Thomas

Miele, Christopher McAuliffe, Pat

Squillacioti, Joseph Cohen

Date Submitted: 08/19/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Sun Prime UL-MCAUL-2008

Project Number: Sun Prime UL-MCAUL-2008

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: This filing is exempt from our domiciliary state of Michigan.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/26/2008

State Status Changed: 08/26/2008

Deemer Date:

Corresponding Filing Tracking Number: Sun Prime UL-MCAUL-2008

Filing Description:

Sun Life Assurance Company of Canada

NAIC # 549-80802

<i>SERFF Tracking Number:</i>	<i>SUNL-125779545</i>	<i>State:</i>	<i>Arkansas</i>
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Company and Contact

Filing Contact Information

Margaret Carvalho, Compliance Consultant	margaret.carvalho@sunlife.com
One Sun Life Executive Park	(781) 446-1811 [Phone]
Wellesley Hills, MA 02481	(781) 237-3327[FAX]

Filing Company Information

Sun Life Assurance Company of Canada	CoCode: 80802	State of Domicile: Michigan
One Sun Life Executive Park	Group Code: 549	Company Type:
SC2175, State Filings		
Wellesley Hills, MA 02481	Group Name:	State ID Number:
(800) 432-1102 ext. [Phone]	FEIN Number: 38-1082080	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada	\$50.00	08/19/2008	22021947

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/26/2008	08/26/2008

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<i>Project Name/Number:</i>	<i>Sun Prime UL-MCAUL-2008/Sun Prime UL-MCAUL-2008</i>		

Disposition

Disposition Date: 08/26/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Exhibit A		Yes
Supporting Document	Statement of Variable Material		Yes
Supporting Document	Readability Certification		Yes
Form	Flexible Premium Universal Life Insurance Policy		Yes

SERFF Tracking Number: SUNL-125779545 State: Arkansas

Filing Company: Sun Life Assurance Company of Canada State Tracking Number: 40017

Company Tracking Number: SUN PRIME UL-MCAUL-2008

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: Sun Prime UL-MCAUL-2008

Project Name/Number: Sun Prime UL-MCAUL-2008/Sun Prime UL-MCAUL-2008

Form Schedule

Lead Form Number: MCAUL-2008

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	MCAUL-2008	Policy/Cont Flexible Premium ract/Fratern Universal Life al Insurance Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	MCAUL-2008 - AR 8-18- 08.pdf

SUN LIFE ASSURANCE COMPANY OF CANADA

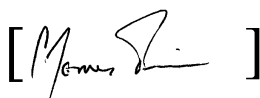
U.S. Headquarters Office:
[One Sun Life Executive Park
Wellesley Hills, MA 02481
800-225-3950]
Head Office:
[Toronto, Canada]

[Sun Prime UL], a Flexible Premium Universal Life Insurance Policy

Insured [John Doe]
Policy Number [000000001]

We, Sun Life Assurance Company of Canada ("the Company", "we", "us", "our"), a member of the Sun Life Financial group of companies, agree, subject to the conditions and provisions of this Policy, to pay the Beneficiary such amounts as are due and payable upon receipt of Due Proof of the Insured's death. Until that time, we agree to provide you, as Owner, the other rights and benefits of this Policy. These rights and benefits are subject to the provisions on the pages which follow. This Policy is a legal contract between you and us.

Signed at Wellesley Hills, Massachusetts, on the Issue Date.

[]

[C. James Prieur], President

[]

[Joan M. Wilson], Secretary

RIGHT TO RETURN POLICY

Please read this Policy carefully. If you are not satisfied, you may return it within 10 days after receipt. To return it, deliver or mail it to the sales representative through whom it was purchased, or to us at One Sun Life Executive Park, Wellesley Hills, MA 02481. This Policy will then be void, as though it had never been applied for, and any Premium paid will be promptly refunded.

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY

Policy Proceeds are payable upon receipt of Due Proof of the Insured's death.
Premiums Payable to the Insured's attained age 121.
Does not participate in dividends.



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1. POLICY SPECIFICATIONS

Insured	[John Doe]
Policy Number	[000000001]
Issue Age, Sex	[35, Male]
Class	[Preferred Non Tobacco]
Specified Face Amount	[\$1,000,000]
Minimum Specified Face Amount	[\$100,000]
Death Benefit Compliance Test	[Guideline Premium]
Death Benefit Option	[Option A: Specified Face Amount]
Initial Premium	[\$5,000.00]
[Anticipated Additional First Year Premium]	[\$100,000]
Planned Periodic Premium	[\$5,000.00]
Billing Period	[Annual]
Issue Date	[July 15, 2008]
Policy Date (Unless changed by agreement)	[July 1, 2008]
Currency	United States Dollars
Owner	[John Doe]
Beneficiary	As stated in the Application unless subsequently changed.
Guaranteed Rate (Annual)	3.00%
Enhancement Factor	[.50]
Enhancement Period	Policy Years [11] and after
Maximum Enhancement (Annual)	[.50]%
Premium Expense Charge	[15.00]%
Monthly Expense Charge	[\$8.00] in all Policy Years plus [\$0.19] per \$1000 of Specified Face Amount during Policy Years 1-[10]
Policy Loan Rate (Annual)	[5.00]% for Policy Years [1-40], thereafter [3.00]%
Partial Withdrawal Fee	[\$25.00]

1. POLICY SPECIFICATIONS
(Policy Number [000000001])

[Supplemental Benefit Rider(s):]

2A. TABLE OF ACCOUNT VALUE PERCENTAGES
(Policy Number [000000001])

Policy Year	Percentage	Policy Year	Percentage
1	250%	34	117%
2	250%	35	116%
3	250%	36	115%
4	250%	37	113%
5	250%	38	111%
6	250%	39	109%
7	243%	40	107%
8	236%	41	105%
9	229%	42	105%
10	222%	43	105%
11	215%	44	105%
12	209%	45	105%
13	203%	46	105%
14	197%	47	105%
15	191%	48	105%
16	185%	49	105%
17	178%	50	105%
18	171%	51	105%
19	164%	52	105%
20	157%	53	105%
21	150%	54	105%
22	146%	55	105%
23	142%	56	105%
24	138%	57	104%
25	134%	58	103%
26	130%	59	102%
27	128%	60	101%
28	126%	61	100%
29	124%	62	100%
30	122%	63	100%
31	120%	64	100%
32	119%	65+	100%
33	118%		

2B. TABLE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES
PER \$1000 OF NET AMOUNT AT RISK
(Policy Number [000000001])

Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	\$ 0.09083	44	\$ 4.55833
2	0.09583	45	5.09833
3	0.10000	46	5.68833
4	0.10750	47	6.36000
5	0.11417	48	7.06083
6	0.12167	49	7.81833
7	0.13167	50	8.65750
8	0.14417	51	9.59667
9	0.15833	52	10.64000
10	0.17500	53	11.78250
11	0.19417	54	13.00833
12	0.21250	55	14.30583
13	0.23250	56	15.66333
14	0.24417	57	16.94333
15	0.25750	58	18.28083
16	0.27667	59	19.69583
17	0.29917	60	21.19417
18	0.33000	61	22.77250
19	0.36333	62	24.22167
20	0.40503	63	25.77167
21	0.45833	64	27.43083
22	0.51167	65	29.20750
23	0.56917	66	31.11417
24	0.61833	67	32.63167
25	0.67583	68	34.25417
26	0.74417	69	35.98667
27	0.82750	70	37.83583
28	0.92917	71	39.78330
29	1.04333	72	41.86083
30	1.16417	73	44.07917
31	1.29083	74	46.44750
32	1.41917	75	48.97500
33	1.55000	76	51.67083
34	1.69000	77	54.55000
35	1.83583	78	57.62250
36	2.01250	79	60.90583
37	2.21000	80	64.41000
38	2.46917	81	68.15417
39	2.74333	82	72.15500
40	3.03167	83	76.43083
41	3.34667	84	81.00500
42	3.69083	85	83.33333
43	4.09083	86	83.33333

BASIS OF VALUES:

Commissioners' 2001 Standard Ordinary Tables, Age Nearest Birthday, Smoker and Nonsmoker, Male and Female Tables.

3. DEFINITIONS

Account Value: An amount, as described in Section 8, which is used in the determination of the Death Benefit and certain Policy benefits.

Account Value Percentages: Percentages by which the Policy's Account Value is multiplied in order to determine the minimum Death Benefit necessary to maintain the tax benefits of life insurance specified under applicable tax law. See Sections 2A and 7.

Anniversary: The same day in each succeeding year as the day of the year corresponding to the Policy Date.

Application: Your Application for this Policy, a copy of which is attached hereto and incorporated herein.

Attained Age: The Insured's Issue Age plus the number of completed Policy Years.

Beneficiary: The person or entity entitled to receive the Policy Proceeds as they become due at the Insured's death.

Billing Period: The interval of time specified in Section 1 over which we will bill you for the Planned Periodic Premium.

Cash Surrender Value: The Account Value decreased by any outstanding Policy Debt.

Class: The risk and underwriting classification of the Insured. See Section 1.

Company: Sun Life Assurance Company of Canada.

Death Benefit: The amount used in determining Policy Proceeds. See Section 7.

Due Proof: Such evidence as we may reasonably require in order to establish that Policy Proceeds or any other benefits are due and payable.

Effective Date of Coverage: Initially, the Policy Date; with respect to any increase in the Specified Face Amount, the Anniversary that falls on or next follows the date we approve the supplemental Application for such increase; with respect to any decrease in the Specified Face Amount, the Monthly Anniversary Day that falls on or next follows the date we receive your request for the decrease.

Flat Extra Charge: A fixed dollar amount charged for extra mortality which, if applicable, will be specified in Section 1.

Grace Period: A period of time following the date of lapse by reason of insufficient value. See Section 8.

Initial Premium: The Premium amount specified as such in Section 1.

Insured: The person on whose life this Policy is issued.

Enhancement: Additional excess as described in Section 8.

Enhancement Factor: The factor, specified in Section 1 used to determine the Enhancement.

Enhancement Period: The period, specified in Section 1, during which the Enhancement will apply.

Issue Age: The Insured's age as of the Insured's birthday nearest the Policy Date. See Section 1.

Issue Date: The date from which the Incontestability and Suicide periods are measured. The Issue Date is shown in Section 1.

Monthly Anniversary Day: The same day in each succeeding month as the day of the month corresponding to the Policy Date.

Monthly Cost of Insurance: An amount deducted from the Account Value on a monthly basis for the insurance coverage provided by this Policy. See Section 8.

Monthly Deduction: The Monthly Cost of Insurance plus the Monthly Expense Charge. See Section 8.

Monthly Expense Charge: As specified in Section 1, an amount deducted from the Account Value on a monthly basis for administrative and other expenses.

Net Amount at Risk: The Policy Death Benefit less the Account Value. This amount is used in determining the Monthly Cost of Insurance. See Section 8.

Net Premium: Premium less the Premium Expense Charge.

Our Principal Office: Sun Life Assurance Company of Canada, One Sun Life Executive Park, Wellesley Hills, Massachusetts, 02481, or such other address as we may hereafter specify to you by written notice.

Owner: The person, persons or entity entitled to the ownership rights stated in this Policy.

Partial Withdrawal: A withdrawal of a portion of the Account Value. See Section 9.

Planned Periodic Premium: The Premium amount specified as such in Section 1.

Policy: This life insurance contract, including the Application, any supplemental Applications, any riders and any endorsements attached hereto.

Policy Date: The date shown in Section 1 when the Initial Premium for this Policy is due. The Monthly Anniversary Day is measured from this date.

Policy Debt: The principal amount of any outstanding loan against this Policy, plus accrued but unpaid on such loan.

Policy Month: A one-month period commencing on the Policy Date or any Monthly Anniversary Day and ending on the next Monthly Anniversary Day.

Policy Proceeds: The amount determined in accordance with the terms of this Policy which is payable upon receipt of Due Proof of the Insured's death. This amount is the Death Benefit as described in Section 7, decreased by the amount of any outstanding Policy Debt and increased by any amounts payable under any supplemental benefits. If the Insured's death occurs during the Grace Period, we will deduct any Monthly Deduction due from the Policy Proceeds.

Policy Year: A one-year period commencing on the Policy Date or any Anniversary and ending on the next Anniversary.

Premium: An amount paid to us by the Owner or on the Owner's behalf as consideration for the benefits provided by this Policy.

Premium Expense Charge: A charge deducted from each Premium to cover State and Federal tax obligations and for costs of issuance and administration.

Specified Face Amount: The amount of life insurance coverage, with the initial requested amount specified in Section 1.

4. GENERAL PROVISIONS

Entire Contract

Your entire contract with us consists of this Policy, the Application, any supplemental Applications, any riders and any endorsements attached hereto.

Alteration

Sales representatives do not have the authority to alter or modify this Policy or to waive any of its provisions. The only persons with this authority are our president, actuary, secretary or one of our vice presidents.

Assignments

During the lifetime of the Insured, you may assign all or some of your rights under this Policy. All assignments must be filed at Our Principal Office in written form satisfactory to us. The assignment will then be effective as of the date you signed the form, subject to any action taken before we acknowledge receipt. We are not responsible for the validity or legal effect of any assignment.

Nonparticipating

This Policy does not pay dividends.

Misstatement of Age or Sex

If the age or sex of the Insured is stated incorrectly, the Death Benefit will be recalculated.

If the misstatement is discovered at death, the death benefit will be recalculated to that which would be purchased by the most recently charged Monthly Cost of Insurance Rate for the correct age or sex.

If the misstatement is discovered prior to death, the Account Value will be recalculated from the Policy Date using the Monthly Cost of Insurance Rates based on the correct age or sex.

Suicide

If the Insured, whether sane or insane, commits suicide within two years after the Issue Date of this Policy, we will not pay any part of the Policy Proceeds. We will refund the Premiums paid, less any Policy Debt and less any Partial Withdrawals. If this Policy lapses and is subsequently reinstated, the two year period shall run from this Policy's Issue Date until the date of lapse and, if not expired as of the date of lapse, will resume as of the date of reinstatement for the unexpired portion. If the Insured, whether sane or insane, commits suicide within two years after the effective date of an increase in the Specified Face Amount, then our liability as to that increase will be the cost of insurance for that increase.

Incontestability

All statements made in the Application or in a supplemental Application are representations and not warranties. We relied and will rely on these statements when approving the issuance, increase in Specified Face Amount or reinstatement of this Policy. No statement can be used by us in defense of a claim unless the statement was made in a written Application. In the absence of fraud, after this Policy has been in force during the lifetime of the Insured for a period of two years from its Issue Date, we cannot contest it except for non-payment of Premiums. However, any increase in the Specified Face Amount which is effective after the Issue Date will be incontestable only after such increase has been in force during the lifetime of the Insured for two years from the effective date of each increase. Further, any reinstatement will be incontestable after the reinstated Policy has been in force during the lifetime of the Insured for two years from the effective date of reinstatement.

Report to Owner

We will send you a report at least once each Policy Year. This report will show the current Specified Face Amount, rate, Account Value, Cash Surrender Value, credited and Death Benefit. It will show Premiums paid and deductions made since the last report. It will also show any Policy Debt. There is no charge for this report.

Illustrations

Upon request, we will provide you once each year, at no cost, an illustration of this Policy's projected future Account Value and Death Benefit. We may charge a nominal fee, not to exceed \$50, for additional illustrations requested after the first.

5. OWNERS AND BENEFICIARIES

You have the sole and absolute power to exercise all rights and privileges under this Policy without the consent of any other person unless you provide otherwise by written notice. While the Insured is alive, you may change the Owner and Beneficiary by written notice. No change or revocation will take effect unless we acknowledge receipt of the notice. If such acknowledgment occurs, then (1) a change of Beneficiary will take effect on the date the notice is signed, and (2) a change or a revocation of Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. A change or revocation will take effect whether or not you or the Insured is alive on the date we acknowledge receipt. A change or revocation will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we acknowledge receipt.

If there is no surviving Beneficiary upon the death of the Insured, the Insured's estate will be the Beneficiary.

6. PREMIUMS

The Initial Premium is due and payable as of the Policy Date specified in Section 1. Subject to our rules in effect at the time, additional Premiums may be paid to us while this Policy is in force. All Premiums after the Initial Premium are to be paid to us at Our Principal Office. You choose the Planned Periodic Premium to be billed and the Billing Period. Subject to our administrative rules, you may increase or decrease the Planned Periodic Premium or change its payment frequency at any time. Subject to the restrictions below, you may make Premium payments of any amount and at any time.

We will not accept Premium payments that would cause this Policy to fail to qualify as life insurance under applicable tax law. If such a payment is made, we will refund the amount of premium in excess of the maximum allowable amount. Additionally, after the first Policy Year, we reserve the right not to accept unscheduled premiums in any Policy Year in excess of \$25,000.

There will be no Premium due or accepted after the Monthly Anniversary Day at which the Attained Age of the Insured equals 121.

Evidence satisfactory to us of the Insured's insurability will be required if acceptance of a Premium will cause a greater increase in the Death Benefit than in the Account Value.

Premium Expense Charge

The Premium Expense Charge will be determined by Us from time to time based on Our expectations of future expenses and taxes. However, the Premium Expense Charge is guaranteed to not be greater than the charge shown in Section 1.

7. DEATH BENEFIT

Death Benefit Compliance Test

The Death Benefit compliance test is shown in Section 1. It is used to determine qualification of this Policy as life insurance under applicable tax law. This test may not be changed to another test while this Policy is in force.

Death Benefit Option

The Death Benefit option in effect on the Policy Date is specified in Section 1. The options are:

Option A – Specified Face Amount. The Death Benefit is the greater of:

- (1) the Specified Face Amount; or
- (2) the Account Value multiplied by the applicable Account Value Percentage shown in Section 2.

Option B – Specified Face Amount Plus Account Value. The Death Benefit is the greater of:

- (1) the Specified Face Amount plus the Account Value; or
- (2) the Account Value multiplied by the applicable Account Value Percentage shown in Section 2.

Option C – Specified Face Amount Plus Sum of Premiums paid. The Death Benefit is the greater of:

- (3) the Specified Face Amount plus the Sum of Premiums paid; or
- (4) the Account Value multiplied by the applicable Account Value Percentage shown in Section 2.

Method of Determining Death Benefit

The Death Benefit will be determined using the following: the Specified Face Amount in effect on the date of the Insured's death and the Account Value as of the last day of the Policy Month preceding the date of the Insured's death.

Changes in Specified Face Amount

After the first Policy Year, you may change the Specified Face Amount. A request for a change must be made in writing to Our Principal Office. A change in the Specified Face Amount will not be allowed when the Account Value is zero.

Decreases in Specified Face Amount

The Specified Face Amount may not decrease to less than the minimum Specified Face Amount shown in Section 1. A decrease in the Specified Face Amount will be applied to the initial Specified Face Amount and to each subsequent increase in the Specified Face Amount in the following order:

- (1) first, to the most recent increase;
- (2) second, to the next most recent increases, in reverse chronological order; and
- (3) finally, to the initial Specified Face Amount.

A decrease in the Specified Face Amount will become effective on the Monthly Anniversary Day on or next following the date of request.

Increases in Specified Face Amount

An increase in the Specified Face Amount is subject to our underwriting rules in effect at the time. We will require evidence of the Insured's insurability. An increase in the Specified Face Amount will become effective on the Anniversary on or next following the date the Application for that increase is approved. You may not increase the Specified face amount while Death Benefit Option C is in effect.

Changes in the Death Benefit Option

You may request a change in the death benefit option. Changes in the death benefit option are subject to Our underwriting rules in effect at the time of change. Requests for a change must be made in writing to Us. The Specified Face Amount will be adjusted such that the amount of the Death Benefit at the time of

change will not be altered. Requests for a change in the Death Benefit option must be made in writing to Our Principal Office. The effective date of the change will be the Anniversary on or next following the date of request.

8. ACCOUNT VALUE

Method of Determining Account Value

The Account Value on the Policy Date is equal to the Net Premium less the Monthly Expense Charge. The Account Value is then determined daily by adding for the prior day, adding any Net Premium, and subtracting any Partial Withdrawals and Partial Withdrawal fees. On a Monthly Anniversary Day, the Monthly Deduction is deducted from the Account Value.

Monthly Deduction

The Monthly Deduction equals the Monthly Cost of Insurance for the Policy Month just ended plus the Monthly Expense Charge for the Policy Month just beginning. There will be no Monthly Deductions after the Monthly Anniversary Day at which the Insured's Attained Age equals 121.

Monthly Cost of Insurance

The Monthly Cost of Insurance equals:

- (1) the Monthly Cost of Insurance rate multiplied by the Net Amount at Risk divided by 1,000; plus
- (2) the monthly rider cost for any riders, as described in those riders; plus
- (3) any Flat Extra Charge shown in Section 1.

The Net Amount at Risk equals:

- (1) the Death Benefit; less
- (2) the Account Value on the last day of the Policy Month just ended.

Cost of Insurance Rates

The Monthly Cost of Insurance rate (except for the rate applicable to any increase in the Specified Face Amount) is based on the Insured's Attained Age, sex, and risk Class on the applicable Monthly Anniversary Day.

If there are increases in the Specified Face Amount other than increases caused by changes in the Death Benefit option, the cost of insurance rates are determined separately for the initial Specified Face Amount and each increase in the Specified Face Amount. In calculating the Net Amount at Risk, the Account Value will first be allocated to the initial Specified Face Amount and then to each increase in the Specified Face Amount in the order in which the increases were made.

We may change the cost of insurance rates but never in excess of those shown in the Table of Guaranteed Maximum Cost of Insurance Rates. We will not attempt to recoup prior losses. Any increase to the Monthly Cost of Insurance rates will be based on our expectations of future experience or pricing factors which include, but are not limited to, mortality costs, persistency, rates, expenses and taxes.

Rate

The current annual rate will be declared on each Anniversary and will remain in effect until the next Anniversary. This rate cannot be less than the Guaranteed Rate shown in Section 1. The current annual rate will be calculated in such manner as we may determine, based on our expectations of future experience or pricing factors which include, but are not limited to, mortality costs, persistency, rates, expenses and taxes. credited for any portion of a Policy Month will be computed on a compound basis using the current annual rate and a daily or monthly compounding period. on the portion of the Account Value which equals the Policy Debt will be credited at the Guaranteed Rate.

Enhancement

Additional will be determined annually and credited to this Policy during the Enhancement Period. The additional is the result of a reduction in the margin for profit and expenses. The guaranteed rate will not be increased by the additional rate.

Each Policy Year, the additional will be determined as the smaller of (1) or (2), where:

- (1) is the Enhancement Factor multiplied by the difference between the annual rate of we declare for the Policy Year and the annual Guaranteed Rate; and
- (2) is the rate shown as the Maximum Enhancement in Section 1.

Basis of Computation

The basis for guaranteed maximum Monthly Cost of Insurance rates is shown in Section 2B. The rates shown in Section 2B include any extra charges indicated in Section 1 (except for flat extra charges). We have filed a detailed statement of our methods for computing Policy values with the insurance department in the jurisdiction where this Policy is delivered. These values comply with current insurance law.

Insufficient Value

If, on a Monthly Anniversary Day, the Account Value after the Monthly Deduction and after deducting Policy Debt is equal to or less than zero, then this Policy will lapse for no value, subject to the Grace Period provision.

Grace Period

If, on a Monthly Anniversary Day, this Policy would lapse by reason of insufficient value, we will allow a Grace Period. This Grace Period will allow 61 days from the date of lapse for the payment of a Premium sufficient to keep this Policy in force. The Premium we request is equal to the past due charges plus an amount that we estimate will keep this Policy in force for two Policy Months following the date we receive the Premium payment. Notice of this amount due will be mailed at least 31 days before the end of the Grace Period to your last known address and the last known address of any assignee of record.

Age 121 Continuation

If the Insured is alive on the Monthly Anniversary Day on which the Attained Age of the Insured is 121 and if this Policy is in force on that date, then this Policy will continue in force until the death of the Insured regardless of the amount of Account Value. The Death Benefit after that date will continue to be based on the Method of Determining Death Benefit provision in Section 7. As of that date, no more Premiums will be accepted and Monthly Deductions will cease. Any Policy Debt will continue and on Policy loans will continue to be charged. will continue to be credited to the Account Value as provided in Section 8.

Important Notice

The continuation of coverage past the Insured's Attained Age 100 may disqualify this Policy from treatment as "life insurance" as defined by the Internal Revenue Code. We recommend that you consult a tax professional.

9. POLICY BENEFITS

Benefits at Death

The Policy Proceeds will be paid in a lump sum upon our receipt of Due Proof of the Insured's death. If not paid within 30 days of our receipt of Due Proof, the Policy Proceeds will include 8% interest, measured from the date of death to the date of payment.

Cash Surrender Value

You may surrender this Policy for its Cash Surrender Value at any time.

Partial Withdrawal

After the first Policy Year, You may make a Partial Withdrawal from this Policy once each Policy Month. The Specified Face Amount will be reduced by the amount of the withdrawal. However, to the extent necessary, the Specified Face Amount will be changed so that (1) does not exceed (2), where:

- (1) is the Death Benefit minus the Account Value immediately after the Partial Withdrawal; and
- (2) is the Death Benefit minus the Account Value immediately before the Partial Withdrawal.

If a requested Partial Withdrawal would reduce the Specified Face Amount to less than the Minimum Specified Face Amount shown in Section 1, we will reduce the Partial Withdrawal by the amount necessary to keep the Specified Face Amount equal to the Minimum Specified Face Amount.

A Partial Withdrawal Fee as shown in Section 1 will also be deducted from the Account Value.

Policy Loan

You may request a Policy loan. The maximum Policy loan is equal to:

- (1) the Cash Surrender Value; less
- (2) the Monthly Deductions remaining in the current Policy Year; less
- (3) the accrued that will be applied to the Policy Debt on the next Anniversary.

on all Policy loans will accrue from day to day at the Policy loan rate shown in Section 1. This shall be due and payable on each Anniversary. Any unpaid will be added to the principal amount of the Policy loan and will bear at the same rate and in the same manner as the Policy loan.

We will accept repayment of any Policy loan at any time prior to the Insured's death. When the Policy Proceeds become due, we will deduct the Policy Debt from the amount due. If the Policy Debt ever equals or exceeds the Account Value, the applicable terms of the Grace Period provision will control.

Deferral of Payment

We reserve the right to defer payment of the Cash Surrender Value, Policy loan or Partial Withdrawal amount for a period not exceeding six months from the date we receive your request. We will not defer payment if the Policy loan is to be used to pay premiums on any policy with us.

Termination

This Policy terminates on the earliest of:

- (1) The date we receive your request to surrender it for the Cash Surrender Value;
- (2) The expiration of the Grace Period;
- (3) The date of death of the Insured.

Reinstatement

If this Policy terminates, other than due to a request to surrender, you may reinstate it within five years of the date of termination. Reinstatement requires that we receive:

- (1) Evidence satisfactory to us of the insurability of the Insured; plus
- (2) An amount sufficient to put this Policy in force.

An amount sufficient to put this Policy in force is equal to:

- (1) All Monthly Deductions unpaid for the period prior to the date of Policy termination; plus
- (2) An amount that will keep this Policy in force for two Policy Months following the date of reinstatement.

Policy Debt must be repaid or reinstated. The effective date of a reinstated Policy will be the date we approve your request for reinstatement.

SUN LIFE ASSURANCE COMPANY OF CANADA

U.S. Headquarters Office:
[One Sun Life Executive Park
Wellesley Hills, MA 02481
800-225-3950]
Head Office:
[Toronto, Canada]

Flexible Premium Universal Life Insurance Policy.

Does not participate in dividends.

Policy Proceeds are payable upon receipt of Due Proof of the Insured's death.

Flexible Premiums are payable for this Policy.



<i>SERFF Tracking Number:</i>	<i>SUNL-125779545</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada</i>	<i>State Tracking Number:</i>	<i>40017</i>
<i>Company Tracking Number:</i>	<i>SUN PRIME UL-MCAUL-2008</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Sun Prime UL-MCAUL-2008</i>		
<i>Project Name/Number:</i>	<i>Sun Prime UL-MCAUL-2008/Sun Prime UL-MCAUL-2008</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SUNL-125779545 State: Arkansas
Filing Company: Sun Life Assurance Company of Canada State Tracking Number: 40017
Company Tracking Number: SUN PRIME UL-MCAUL-2008
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Sun Prime UL-MCAUL-2008
Project Name/Number: Sun Prime UL-MCAUL-2008/Sun Prime UL-MCAUL-2008

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 08/18/2008

Comments:

Attachments:

Actuarial&Officer-Certification of Compliance -Reg 34 - AR.pdf

Certification of Compliance-Reg 19 - AR.pdf

Review Status:

Satisfied -Name: Application 08/18/2008

Comments:

Attachment:

UND 14-652 M-Group Part I Generic.pdf

Review Status:

Satisfied -Name: Exhibit A 08/19/2008

Comments:

Attachment:

EXHIBIT A - AR .pdf

Review Status:

Satisfied -Name: Statement of Variable Material 08/19/2008

Comments:

Attachment:

Memorandum of Variable Material 8-18-08.pdf

Review Status:

Satisfied -Name: Readability Certification 08/19/2008

Comments:

Attachment:

Readability Certification - AR.pdf

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Sun Life Assurance Company of Canada

Form Title(s): Flexible Premium Universal Life Insurance Policy

Form Number(s): MCAUL-2008

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 34.



Thomas Miele
Assistant Vice President

August 19, 2008
Date



Olga Rasin, FSA, MAAA
Associate Product Officer

August 19, 2008
Date

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Sun Life Assurance Company of Canada

Form Title(s): Flexible Premium Universal Life Insurance Policy

Form Number(s): MCAUL-2008

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.

A handwritten signature in black ink, reading "Thomas Miele". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Thomas Miele
Assistant Vice President

August 19, 2008
Date

Sun Life Assurance Company of Canada Sun Life Assurance Company of Canada (U.S.)

(Hereinafter referred to as "the Company")

One Sun Life Executive Park, Wellesley Hills, MA 02481



Part I of Application for Sun Prime Series Life Insurance

Section A: Insured First Insured

1a. Ms. ___ Mr. ___ Dr. ___ Miss ___ Mrs. ___		1b. Name (first, middle initial, last)		1c. Male ___ Female ___		1d. Birth Date (m/d/y)	
1e. Birthplace (country/state)		1f. Social Security/Tax ID Number		1g. Home Phone Number		1h. Work Phone Number	
1i. Address (street, city, state, zip code, country) (If mailing address differs, provide in Section K.)							
1j. Permanent U.S. Resident Yes ___ No ___		1k. Years in U.S.	1l. U.S. Citizen Yes ___ No ___	1m. If No: Valid Green Card or Visa Number		1n. Driver's License State of Issue	
1o. Driver's License Number		1p. Occupation, Employer Name and Address					

Second Insured

2a. Ms. ___ Mr. ___ Dr. ___ Miss ___ Mrs. ___		2b. Name (first, middle initial, last)		2c. Male ___ Female ___		2d. Birth Date (m/d/y)	
2e. Birthplace (country/state)		2f. Social Security/Tax ID Number		2g. Home Phone Number		2h. Work Phone Number	
2i. Address (street, city, state, zip code, country) (If mailing address differs, provide in Section K.)							
2j. Permanent U.S. Resident Yes ___ No ___		2k. Years in U.S.	2l. U.S. Citizen Yes ___ No ___	2m. If No: Valid Green Card or Visa Number		2n. Driver's License State of Issue	
2o. Driver's License Number		2p. Occupation, Employer Name and Address					

Section B: Owner

If the Owner is the same as the Insured, specify: First Insured ___ Second Insured ___ Both ___ and **ONLY complete question 1g- Email Address.** Specify: Company ___ Individual ___ Trust ___

1a. Owner Name				1b. Relationship to Insured			
1c. Social Security/Tax ID Number		1d. Birth/Trust Date (m/d/y)		1e. Permanent U.S. Resident: Yes ___ No ___		1f. U.S. Citizen: Yes ___ No ___	
1g. Email Address				1h. Phone Number			
1i. Name(s) Authorized Company Representative(s)/Trustee(s)						1j. State Trust Established	
1k. Address (street, city, state, zip code, country)							
1l. Contingent Owner: Name, Relationship to Insured							

Section C: Coverage**Universal Life (UL)**

1a. [Sun Prime Protector Universal Life] ____ [_____]	2a. [Sun Prime Survivorship Universal Life] ____ [_____]
1b. Face Amount \$ _____	2b. Face Amount \$ _____
1c. Supplemental Benefits/Riders: ____Accidental Death Benefit Rider (face amount) \$ _____ ____Exchange of Insured Rider ____Waiver of Monthly Deductions Rider ____Charitable Giving Benefit Rider** ____Payment of Stipulated Premium Amount Rider (stipulated amount) \$ _____ ____Enhanced Surrender Value Rider ____Supplemental Insurance Rider (face amount) \$ _____ [_____]	2c. Supplemental Benefits/Riders: ____Estate Preservation Rider ____Policy Split Option ____Charitable Giving Benefit Rider** ____Supplemental Insurance Rider (face amount) \$ _____ [_____]
1d. Death Benefit Options – Select One: ____Option A – Face Amount (Level) ____Option B – Face Amount plus Account Value [_____]	2d. Death Benefit Options – Select One: ____Option A – Face Amount (Level) ____Option B – Face Amount plus Account Value [_____]

Variable Universal Life (VUL)

3a. [Prime VUL] ____ [_____]
3b. Face Amount (excluding Supplemental Benefits) \$ _____
3c. Supplemental Benefits/Riders: ____Charitable Giving Benefit Rider** ____Payment of Stipulated Premium Amount Rider (stipulated amount) \$ _____ ____Waiver of Monthly Deductions Rider ____Supplemental Insurance Rider (face amount) \$ _____ ____Accelerated Benefits Rider ____Enhanced Cash Surrender Value Rider ____Long Term Accumulation Rider ____Loan Lapse Protection Rider [_____]
3d. Death Benefit Options – Select One: ____Option A – Face Amount (Level) ____Option B – Face Amount plus Account Value ____Option C – Specified Face Amount plus Premiums [_____]

****Charitable Giving Benefit Rider – Complete if selected above:**

4a. Name of Accredited Organization	4b. 501(c) Tax ID Number
4c. Address	4d. After you receive confirmation of the charitable organization, choose one: I/We will notify the charity of my/our intent ____OR Permit the Company to notify the charity of my/our intent upon my/our death ____

Section D: Premium Plan and Fund Information

Ensure the information matches the illustration.

1a. Planned Periodic Premium Amount
1b. Frequency __Annual __Semi-Annual __Monthly (pre-authorized checking) __List Bill (If existing list bill, provide number:_____)
1c. Will the premium for this policy be financed through single or multiple loan(s) from a private or public lender now or in the future? Yes____ No____ If yes, complete the Life Insurance Source of Premium Eligibility Questionnaire.
1d. Definition of Life Insurance Test to be Used __Guideline Premium Test __Cash Value Accumulation Test

Section E: Beneficiary

1a. Primary Name	1b. Relationship	1c. %
2a. Primary Name	2b. Relationship	2c. %
3a. Primary Name	3b. Relationship	3c. %
4a. Contingent Name	4b. Relationship	4c. %
5a. Contingent Name	5b. Relationship	5c. %

Note: Unless otherwise specified: The surviving beneficiaries within a class (primary or contingent) will share equally.

Section F: Payor

1. If payor is Insured or Owner check here____ and move to section G.
2. If payor is other than the Insured or Owner, indicate type __Company __Individual __Trust and complete questions 2a – 2d. ____

2a. Name	2b. Social Security/Tax ID Number
2c. Mailing Address (street, city, state, zip code, country)	
2d. Name(s) of Authorized Representative(s) (only if a Company is the Payor) or Trustee(s) if a Trust is the Payor.	

Section G: Other Insurance/Replacement Information

1. Does the Applicant/Owner(s) have any existing individual life insurance policy or annuity contract, including those under a binding or conditional receipt or those within an unconditional refund period? ___ Yes ___ No

2. Will any existing life insurance policy or annuity contract be lapsed, forfeited, surrendered, partially surrendered, assigned, reduced in value or used as a source of premium for the coverage for which application is being made? ___ Yes ___ No

If the answer to No. 1 is "yes", provide the applicable state form(s). If the answer to No. 2 is "yes", provide the applicable state form(s) and provide the information requested in the following table.

Insurance Company	Insured or Annuitant	Policy or Contract Number

3. If a replacement is involved, is it intended as an IRC Section 1035 exchange? ___ Yes ___ No
If yes, provide the necessary forms.

4. For each Proposed Insured, provide details below for all insurance in-force and/or pending, on either a formal or an informal basis, with the Company and any other companies. Include those policies or applications owned personally or by a third party, including but not restricted to individuals(s), business, charity, life settlement or viatical company. **If none, Individual or First Insured initial here _____, Second Insured initial here _____.**

Proposed Insured	Insurance Company	Business/ Personal/ Settlement	Issue Year/Pending	Formal/ Informal	Total Face Amount	Policy Number
a.						
b.						
c.						
d.						
e.						

5. For each Proposed Insured, state the ultimate amount of life insurance coverage that will be in place on each life (excluding group life or corporate owned life insurance) with the issue of this policy and any other pending application with another company.

Individual or First Insured \$_____ Second Insured \$_____

6. Is the policy applied for through this application being purchased for the purpose of being assigned or sold to a third party or will it replace a policy whose ownership has been assigned or sold to a third party? ___ Yes ___ No
If yes, complete Part 2 of the Life Insurance Source of Premium Eligibility Questionnaire.

7. If a policy applied for through this application is issued by the Company, will the policy within the next three years be used for any purpose other than the purpose indicated in Section H (Finances/Plan Use) of this application? ___ Yes ___ No
If yes, provide details:

8. Has an Application for insurance on the life/lives of the Proposed Insured(s) been declined or offered on a basis other than applied? ___ Yes ___ No

If yes, provide details: _____

Section H: Finances/Plan Use

1. Total Household Income \$	2. Total Household Net Worth \$
------------------------------	---------------------------------

3. The coverage will be used primarily for:
 ___Income Replacement ___Split Dollar ___Business Continuity ___Supplemental Retirement Income
 ___Deferred Compensation Plan ___Estate Plan ___Key Person ___Charitable Gift ___ Bonus Plan
 ___Premium Financing Other _____

VUL Suitability:

4. Has it been explained to you that the values and benefits provided by the coverage are based on the investment experience of a separate account and may increase or decrease depending upon the investment experience?..... ___Yes ___No
 5. Is the coverage, as applied for, in accordance with the insurance and financial objectives you have expressed? ___Yes ___No

Section I: Proposed Insured(s) Lifestyle Information

	Insured 1	Insured 2
1. Have you used tobacco, (cigarettes, cigars, chewing tobacco, etc.) or products containing nicotine (nicorette gum, nicotine patch, etc.) within the past 12 months?	___Yes ___No	___Yes ___No
2. Have you used tobacco or nicotine products in the past and stopped?	___Yes ___No	___Yes ___No
If yes, date stopped: _____		
3. Do you plan to travel or reside outside of the U.S. and Canada in the next two years?	___Yes ___No	___Yes ___No
If yes, submit the required Foreign Travel/Residence/Citizenship Questionnaire.		
4. Do you hold an active pilot's license?	___Yes ___No	___Yes ___No
5. Have you flown as a pilot or co-pilot in any type of aircraft, within the past two years?	___Yes ___No	___Yes ___No
If yes, submit the required Aviation Questionnaire.		
6. Have you participated in scuba diving, parachuting, hang gliding, motorized racing or any hazardous sport? If yes, indicate the sport: _____ . .	___Yes ___No	___Yes ___No
7. While operating a motor vehicle, boat or aircraft, in the last five years, have you:		
a. Been charged with any moving violations?	___Yes ___No	___Yes ___No
b. Had an operator's license restricted, suspended or revoked?	___Yes ___No	___Yes ___No
c. Been charged with operating under the influence of alcohol or drugs?	___Yes ___No	___Yes ___No
If yes, provide details: _____		

Section J: Proposed Insured(s) Medical Contact Information

First Proposed Insured		Second Proposed Insured	
1a. Name, Phone Number and Address of Primary Physician/Health Care Provider		2a. Name, Phone Number and Address of Primary Physician/Health Care Provider	
1b. Reason for Last Visit	1c. Date (m/d/y)	2b. Reason for Last Visit	2c. Date (m/d/y)
1d. Name, Phone Number and Address of Medical Specialist Last Seen		2d. Name, Phone Number and Address of Medical Specialist Last Seen	
1e. Reason for Last Visit and Results	1f. Date (m/d/y)	2e. Reason for Last Visit	2f. Date (m/d/y)

If the application is being submitted on a non-medical basis, complete a separate Part II of Application for Life insurance.

Section K: Additional Information/Special Requests

Section L: Signature Section

Declarations

I/We understand and agree that:

1. The information provided in this Application (Part I and Part II Medical, if required) is the basis for and becomes part of the insurance contract issued as a result of this Application.
2. No broker/registered representative or medical examiner has the authority to make or modify the Company's guidelines, to decide whether anyone proposed for insurance is an acceptable risk or to waive any of the Company's rights or requirements.
3. In accepting coverage, I/we also accept any corrections and amendments made by the Company. No change in plan, amount, benefits, age at issue or classification can be made without my/our written consent. However, the Company may change non-guaranteed elements of the coverage at its sole discretion.
4. Except as provided in a Temporary Life Insurance Agreement having the same date as the Application, no insurance requested in this Application will be effective (a) until coverage is issued during the lifetime of the Proposed Insured(s); and (b) until the Company has received the first full premium due on any coverage that is not Variable Universal Life or the initial premium due on any Variable Universal Life coverage requested; and (c) **the statements made in this Application are still complete and true as of the date the coverage is delivered.**
5. Sales illustrations are used to assist in understanding how the coverage could perform over time, under a number of assumptions. I/we acknowledge that rates of return or credited interest rates assumed in sales illustrations are hypothetical only and are not estimates or guarantees. The actual performance of any such coverage, including account values, cash surrender values, death benefit and duration of coverage, will be different from what may be illustrated because the hypothetical assumptions used in an illustration may not be indicative of actual future performance. I/we also understand that any sales illustration used is not a contract and will not become part of any coverage issued by the Company.
6. In connection herewith, it is expressly acknowledged that the insurance, as applied for, is suitable for the insurance needs and financial objectives of the undersigned.

I/we declare that the statements and answers in this Application are complete and true to the best of my/our knowledge and believe that they are correctly recorded.

I/we understand that any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

For Variable Universal Life applications, I/we also hereby understand and agree that values and benefits provided by the life insurance coverage applied for are based on the investment experience of a separate account and are not guaranteed, such that:

- **The death benefit amount may increase or decrease to reflect the investment experience of the various sub-accounts.**
- **The duration of coverage may increase or decrease due to the investment experience of the variable sub-accounts.**
- **The account value and cash surrender value may increase or decrease to reflect the investment experience of the variable sub-accounts.**
- **With respect to the variable sub-accounts, there is no guaranteed minimum coverage value nor are any coverage values guaranteed as to dollar amount.**

The owner acknowledges receipt of a current prospectus from the Company for the variable universal life insurance.

I/we understand all the policy features, including the financial impact of the Supplemental Insurance Rider as it was explained to me by the Broker/Registered Representative listed below.

Customer Identification Notice: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who makes an application. This means we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

I acknowledge receipt of the Customer Identification Notice. I understand that the identity information being provided by me is required by Federal law to be collected in order to verify my identity and I authorize its use for this purpose.

Authorization

I/we, hereby authorize any: (a) physician, health care provider, health plan, medical professional, hospital, clinic, laboratory, pharmacy or other medical or health care facility, that has provided payment, treatment or services to me or on my behalf; (b) insurance company; (c) state department of motor vehicles; (d) consumer reporting agency; or the Medical Information Bureau, Inc., to disclose or furnish to the Underwriting Department of the Company, their subsidiaries, affiliates, third party administrators and reinsurers, any and all non-health information relating to me.

I/we understand that the Company will use the information it obtains to: (a) underwrite my Application for coverage, (b) make eligibility, risk rating, coverage issuance and enrollment determinations; (c) obtain reinsurance; (d) administer claims and determine or fulfill responsibility for coverage and provision of benefits; (e) administer coverage; and/or (f) conduct other legally permissible activities that relate to any coverage I/we have or have applied for with the Company.

I/we hereby authorize the Company to disclose any information it obtains about me to the Medical Information Bureau, Inc., or any other life insurance company with which I/we do business. I/we understand that the Company will not disclose information it obtains about me except as authorized by this Authorization; as may be required or permitted by law; or as I/we may further authorize. I/we understand that if information is redisclosed as permitted by this Authorization, it may no longer be protected by applicable federal privacy law.

This Authorization shall apply to information relating to my dependents if they are to be insured under the life insurance coverage applied for.

I/we understand that: (a) this Authorization shall be valid for 24 months from the date I sign it; (b) I/we may revoke it at any time by providing written notice to the Underwriting Department of the Company at the address shown on page 1 of this form, subject to the rights of any person who acted in reliance on it prior to receiving notice of its revocation; and (c) my authorized representative and I/we are entitled to receive a copy of the Authorization upon request. A copy of this Authorization shall be as valid as the original.

Signature of Proposed Insured (not required if under age 15)	Signature of 2nd Proposed Insured (not required if under age 15)
Signature of Personal Representative of Proposed Insured	Signature of Personal Representative of Proposed Insured
Relationship to Proposed Insured	Relationship to Proposed Insured
Signature of Owner (if other than Proposed Insured)	Signature of Owner (if other than Proposed Insured)
Signature of Co-Owner	Signature of Co-Owner
Signature of Broker/Registered Representative	

Signed by Owner at:

City/State	Date (m/d/y)
------------	--------------

Section M: Broker's/Registered Representative's Report Page

- | | Life One | Life Two |
|--|----------------|----------------|
| 1. If the Application was taken on a non-medical basis, were answers from the Proposed Insured(s) obtained personally and in your presence? | ___ Yes ___ No | ___ Yes ___ No |
| 2. Does the Proposed Insured(s) appear to be in good health? | ___ Yes ___ No | ___ Yes ___ No |
| 3. Are you aware of anything about the lifestyle, habits or driving record of the Proposed Insured(s) that would have an adverse effect on insurability? | ___ Yes ___ No | ___ Yes ___ No |
| If yes, provide details: _____ | | |
| 4. Do you have any knowledge as to whether a formal or informal application for life insurance on the Proposed Insured has been submitted to another insurer or reviewed by one or more reinsurance companies on a facultative basis? | ___ Yes ___ No | ___ Yes ___ No |
| If yes, provide details: _____ | | |
| 5. Previous address of Proposed Insured(s) if moved within the last two years: _____ | | |
| 6. Does the Applicant/Owner(s) have any existing individual life insurance policy or annuity contract, including those under a binding or conditional receipt or those within an unconditional refund period? ___ Yes ___ No | | |
| If "yes", provide the applicable state form(s). | | |
| 7. Will any existing life insurance policy or annuity contract be lapsed, forfeited, surrendered, partially surrendered, assigned, reduced in value or used as a source of premium for the coverage for which application is being made? ___ Yes ___ No | | |
| If "yes", provide details and applicable state form(s). | | |
| 8. Based on your reasonable inquiry about the Owner's financial situation, insurance objectives and needs, do you believe that the coverage as applied for is suitable for the insurance needs and anticipated financial objectives of the Owner? ___ Yes ___ No | | |
| 9. Proposed Insured's Marital Status: Life One _____ Life Two _____ | | |
| 10. Proposed Insured's Annual Household Income: Life One _____ Life Two _____ | | |

CERTIFICATION:

I, _____ certify:

Print Registered Representative's Name

1. (a) that the questions contained in this Application were asked of the Proposed Insured(s) and Owner and correctly recorded; (b) that this Application, report and any accompanying information are complete and true to the best of my knowledge and belief; (c) that I have given the Proposed Insured(s) the Privacy Information Notices including Medical Information Bureau, Inc. (MIB, Inc.), Fair Credit Reporting Act, and Consumer Report Notices; and (d) that the provisions of the Temporary Life Insurance Agreement, including limitations and exclusions, have been explained to the Owner.
2. For Variable Universal Life applications: (a) that I have reviewed with the Owner all the policy features and have given a current prospectus for the plan of insurance indicated in Section C of this Application, and (b) that information regarding the policy applied for and the Owner's financial situation, insurance objectives and needs has been submitted to my Broker/Dealer for suitability review.
3. That evidence as to the identities of the Owner(s) has been obtained and recorded.
4. That the source of funds for purchase of the insurance has been obtained and recorded.

Anti-Money Laundering Customer Identity Information

I have reviewed the Owner's identity document presented and recorded the following information from it:

Applicant's Name _____
Address _____
City _____ State _____ Date of Birth ____/____/____
ID Document (Individual) _____
(e.g., Driver's License)
ID Document (Corporation or other non-natural person) _____
(e.g., a government issued document showing the existence of the entity, e.g., a certificate of good standing or equivalent)
ID Number _____ Expiration Date ____/____/____

Anti-Money Laundering Training

I have received relevant anti-money laundering training within the last 12 months, given by the Company, another insurance company or other financial institution, or offered through a national association (e.g., NAIFA, NAILBA) or competent third party (e.g., LIMRA). I also hereby acknowledge my obligations, including compliance with the Company's Anti-Money Laundering Program, as described in the Company's Market Conduct Guide for Individual Life and Annuity Producers.

Date (m/d/y)	State Insurance License Number	Signature(s) of Broker(s)/Registered Representative(s)
		X
		X
		X

EXHIBIT A (REVISED)

**CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL**

NAME OF COMPANY: Sun Life Assurance Company of Canada

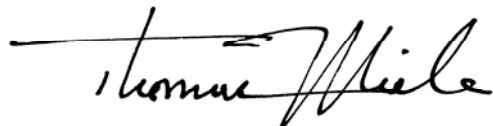
FORM NUMBER(S): MCAUL-2008

The Company does hereby consent and agree:

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to the policy form number(s) indicated above must be filed with the Insurance Commissioner for the State of Arkansas ("commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.



Thomas Miele
Assistant Vice President

August 19, 2008
Date

SUN LIFE ASSURANCE COMPANY OF CANADA

MEMORANDUM OF VARIABLE MATERIAL

Form Number: MCAUL-2008
Revision Date: August 18, 2008

Variability denoted by Bracketing

Page No.	Field	Scope of Variation
1	U.S. Headquarters Office	Address and phone number are bracketed to accommodate future changes.
1	Head Office	Address is bracketed to accommodate future changes.
1	Product Name	Product currently named Sun Prime UL but this may change in the future and this would be updated to reflect any change in marketing name.
1	Insured Name	Hypothetical
1	Policy Number	Hypothetical
1	Officers	These will vary if officers change
3	Insured	Hypothetical
3	Policy Number	Hypothetical
3	Issue Age, Sex	Hypothetical
3	Class	Hypothetical
3	Specified Face Amount	Hypothetical
3	Minimum Specified Face Amount	Hypothetical
3	Death Benefit Compliance Test	Hypothetical – the death benefit compliance test elected by the owner. Variable Range = Cash Value Accumulation Test or Guideline Premium Test
3	Death Benefit Option	Hypothetical – the initial death benefit option elected by the owner.
3	Initial Premium	Hypothetical
3	Anticipated Additional First Year Premium	Hypothetical
	Planned Periodic Premium	Hypothetical
3	Billing Period	Hypothetical Variable Range = Annual, Semi-Annual or Monthly
3	Issue Date	Hypothetical
3	Policy Date	Hypothetical
3	Owner	Hypothetical
3	Interest Enhancement Factor	This factor will be set at issue. Any changes will apply to new issues only. Variable Range = .25 to .75
3	Interest Enhancement Period	This period will be set at issue. Any changes will apply to new issues only. Variable Range = 10 years to 20 years
3	Maximum Interest Enhancement (Annual)	This rate will be set at issue. Any changes will apply to new issues only. Variable Range = 1.00% or less
3	Premium Expense Charge	This rate will be set at issue. Any changes will apply to new issues only. Variable Range = 15% or less
3	Monthly Expense Charge	This charge will be set at issue. Any changes will apply to new issues only. Variable Range = \$.02 to \$8.00. The longest period for which this charge will apply will be 20 years.

SUN LIFE ASSURANCE COMPANY OF CANADA
MEMORANDUM OF VARIABLE MATERIAL

Form Number: MCAUL-2008

Revision Date: August 18, 2008

Variability denoted by Bracketing

Page No.	Field	Scope of Variation
3	Policy Loan Interest Rate (Annual)	This rate will be set at issue. Any changes will apply to new issues only. Variable Range = 3% to 5%
3	Partial Withdrawal Fee	This fee will be set at issue. Any changes will apply to new issues only. Variable Range = \$25.00 or less.
4	Policy Number	Hypothetical
4	Supplemental Benefit Riders	Any riders elected by the Owner will appear
5	Policy Number	Hypothetical
6	Policy Number	Hypothetical
20	U.S. Headquarters Office	Address and phone number are bracketed to accommodate future changes.
20	Head Office	Address is bracketed to accommodate future changes.

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: Sun Life Assurance Company of Canada

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
MCAUL-2008	50.1



Thomas Miele
Assistant Vice President

August 19, 2008
Date